



**SO ORDERED.**

**SIGNED July 08, 2005.**

A handwritten signature in cursive script, reading "Gerald H. Schiff", is written over a horizontal line.

**GERALD H. SCHIFF  
UNITED STATES BANKRUPTCY JUDGE**

---

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA**

**IN RE:**

**WILLIAM JOHN ROBERT  
TONIA MARIE ROBERT**

**CASE NO. 04-52923**

**Debtors**

**CHAPTER 13**

---

**REASONS FOR DECISION**

---

William & Tonia Robert ("Debtors") filed a voluntary petition for relief under chapter 13 of the Bankruptcy Code on December 1, 2004. Farmers and Merchants Bank & Trust Company ("FM Bank") objected to the Debtors' chapter 13 plan and a hearing was held on March 23, 2005.

**JURISDICTION**

The case has been referred to this court by the Standing Order of Reference entered in this district which is set forth as Rule

83.4.1 of the Local Rules of the United States District Court for the Western District of Louisiana. No party in interest has requested a withdrawal of the reference. The court finds that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

These Reasons for Decision constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052, Federal Rules of Bankruptcy Procedure.

#### **LAW AND ANALYSIS**

The Debtors' chapter 13 plan treats FM Bank as the holder of claims in the amount of \$4,275 and \$2,500 secured by security interests in a 1995 Chevrolet suburban and a 2000 Chevrolet Blazer, respectively. FM Bank takes the position that the vehicles are actually worth \$6,475 and \$8,700 respectively.

The differences in valuation are based upon several factors. First, the Debtors rely upon the Kelley Blue Book Private Party value, while FM Bank relies upon the N.A.D.A. Retail value. Second, the parties disagree upon the condition of the vehicle.

Having reviewed the arguments of counsel and considering the arguments and the documents in the record, the court fixes the value of the 1995 Chevrolet suburban at \$4,500 and the value of the 2000 Chevrolet Blazer at \$6,500. As such, FM Bank holds a secured claim totaling \$11,000. The court will issue a separate order

requiring the Debtors to file an amended plan in accordance with this ruling.

FM Bank also asserts that the Debtors have failed to maintain insurance on the vehicles and that the bank has been required to force place insurance on both vehicles. While a failure to maintain insurance will provide grounds for relief from stay, that fact is not an issue when in determination of valuation.

###